MODE-DNG+

Terms of Service / Privacy Policy

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1. WHO WE ARE

MODE-DNG is a creative studio based in Portugal. We provide services including AI-assisted visual design, 3D rendering, video editing, VFX, retouching, and color grading. This document outlines the terms governing our services, how we handle your data, and the rights associated with the creative content we produce.

2. COMMERCIAL TERMS & WORKFLOWS

2.1. Methodology & Technical Scope

Our base estimates assume a creative process assisted by Generative AI, focused on aesthetic direction, lighting, and composition. If specific technical rigidity is required during the project, the project will transition to a Hybrid Workflow (3D + AI) or full CGI. This shift in methodology requires additional 3D modeling and scene setup, which will be quoted as an upgrade to the initial budget.

2.2. Booking & Advance Payment

To schedule production time and reserve the necessary computational resources (AI processing credits and render farm allocation), an advance payment (deposit) of 30% to 50% of the total quote is required. Work on the project will only commence upon confirmation of this initial payment. The remaining balance is due upon delivery of the final high-resolution files.

2.3. Revisions & AI Consumption

Quotes include a specific number of revision rounds as defined in the project proposal. Due to the high computational cost (GPU/Credits) associated with high-fidelity AI generation, structural changes requested after the "Layout/Mood" approval phase may be treated as new image generations rather than standard revisions, subject to additional fees.

3. INTELLECTUAL PROPERTY & AI USAGE

3.1. **Client Materials**
You retain full ownership of all original files, images, videos, briefs, or other materials you provide to us ("Client Content"). We use this content solely for the purpose of executing your project.

3.2. **AI-Assisted Production**
We may utilize Artificial Intelligence (AI) tools to generate, enhance, or transform creative material.
By requesting AI-generated content, you authorize the processing of your materials through external AI platforms strictly for production purposes. We only use external AI platforms when they are integral to the requested service or with your explicit authorization.

3.3. **Deliverables Ownership** Upon full payment, the final delivered content becomes the property of the Client. **MODE-DNG** retains ownership of its internal workflows, proprietary methodologies, tools, and techniques used to create the work. With your permission, we reserve the right to display completed work in our portfolio or case studies.

3.4. **Approval & Feedback Windows** To ensure efficient production, all creative deliveries (Design, VFX, 3D, and AI) follow a structured approval timeline.
Automatic Approval If no feedback, revision requests, or notes are received within 7 to 10 business days of a delivery, the work is considered approved and finalized.
Invoicing Automatic Approval triggers the final invoicing process.
Any feedback received after this window will be treated as a new project phase or additional billable work.

4. PRIVACY & DATA SECURITY

We apply technical and organizational measures to protect all content and data you provide.

File transfers are handled through SwissTransfer.
Emails on our side are encrypted via ProtonMail.
Access to your content is limited to the team working on your project.
Files are deleted 30 days after final delivery unless a different timeframe is agreed.
We are not responsible for security issues, vulnerabilities, or breaches occurring on your side.

5. YOUR RIGHTS (GDPR / EU)

Since we operate in the EU, you have rights under GDPR, including:

Accessing your personal data.
Correcting or deleting your data.
Limiting or objecting to how your data is processed.
Receiving your data in a portable format.
Withdrawing consent at any time.
To exercise these rights, email us at the address on our Site.

6. COOKIES & SITE USAGE

We use cookies to make the Site easier to use and improve your experience.
We do not share personal data with advertisers. You can control cookies in your browser.

7. LIMITATION OF LIABILITY

We deliver our services with care and best practices. However, the site, tools, and creative outputs are provided as they are. We are not liable for damages resulting from:
Incorrect use of delivered content.
Failures or issues caused by external systems or third parties.
Security problems arising from the client's own devices or environment.

8. GOVERNING LAW & UPDATES

We may update this policy from time to time. The most recent version will always be on the Site.
Using the Site after updates means you accept the new policy.
This policy is governed by Portuguese law.
Any disputes will be handled by Portuguese courts.

9. Questions

If you have questions about how we handle your content, AI-generated work, or privacy, contact us via the email on our Site.

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